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Before the
FEDERAL COMMUNICATIONS COMMISSION

Federal Communications Commission
Office of the Secretary

Washington, D.C. 20554

In re Applications of)	
)	
SOUTHWEST EDUCATIONAL MEDIA)	
FOUNDATION OF TEXAS, INC.)	
)	
Midland, Texas, New FM Station)	File No. BPED-900629MM
Lubbock, Texas, New FM Station)	File No. BPED-900629MK
)	
For Construction Permit)	
)	
)	
BAKCOR BROADCASTING, INC., DEBTOR)	
c/o DENNIS ELAM, Trustee)	
)	
KNFM(FM), Midland, Texas)	File No. BRH-900330WF
KKIK(FM), Lubbock, Texas)	File No. BRH-900330VV
)	
For Renewal of License)	

To: Chief, Mass Media Bureau

SUPPLEMENT TO JOINT REQUEST FOR
APPROVAL OF SETTLEMENT AGREEMENT

Southwest Educational Media Foundation of Texas, Inc. ("Semfot"), and Bakcor Broadcasting, Inc., Debtor, c/o Dennis Elam, Trustee ("Elam") (hereinafter referred to collectively as "Applicants"), hereby submit this supplement to their Joint Request for Approval of Settlement Agreement filed July 12, 1991 ("Joint Request"). In support whereof, the following is stated:

1. On July 12, 1991, Elam and Semfot filed a settlement agreement providing for dismissal of the Elam application for renewal of the license for KKIK(FM), Lubbock, Texas, in return for payment to Elam of \$250,000. The payment was also to be in consideration for an acquisition by Semfot of a renewed license for Station KXTQ(AM), Lubbock, Texas. Since Semfot had not filed a renewal challenge against KXTQ(AM), that acquisition was to be the subject of an assignment of license application to be filed by Semfot and Elam. The Joint Request provided justification for approval of the settlement.

2. Since the filing of the Joint Request, Semfot has decided not to proceed with the purchase of KXTQ(AM). Instead, Semfot and Elam wish to proceed jointly only with respect to Station KKIK(FM). As the attached letter agreement provides, Elam would dismiss the renewal application for KKIK(FM) in return for a payment of \$75,000. Semfot would receive a grant of its construction permit application for the frequency currently occupied by Station KKIK(FM) and would acquire all of the physical assets associated with the station.

3. In sum, the applicants continue to request dismissal of the KKIK(FM) renewal application and a grant of Semfot's competing construction permit application, effective upon satisfaction of the payment specified in ¶2 of this Supplement.

Semfot also requests immediate dismissal of its application for a new FM broadcast station at Midland, Texas (File No. BPED-900629MM). Elam requests a grant of the license renewal application for KXTQ(AM), Lubbock, Texas, which is not the subject of any competing applications or petitions to deny. Elam also requests that the Commission resume processing of the license renewal application for KNFM(FM), Midland, Texas, in light of the dismissal of Semfot's Midland renewal challenge application.

4. As indicated in the Joint Request, Elam and Semfot request that the dismissal of Elam's renewal application for KKIK(FM) and the grant of Semfot's Lubbock FM construction permit application be made effective upon notification to the Commission that the consummation of the Lubbock FM settlement has been consummated. This procedure is consistent with Commission actions in other recent settlement proceedings among renewal applicants and competing applications. See, e.g., RKO General, Inc. (WGMS), 3 FCC Rcd 5262, 5264 (n. 4) (1988).

WHEREFORE the premises considered, it is respectfully requested that the Joint Request filed July 12, 1991, as supplemented herein, be GRANTED, and the attached letter agreement be APPROVED.

Respectfully submitted,

SOUTHWEST EDUCATIONAL MEDIA
FOUNDATION, INC.

By: James L. Oyster (w)
James L. Oyster

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Its Counsel

BAKCOR BROADCASTING, INC., DEBTOR
c/o DENNIS ELAM, TRUSTEE

By: Lawrence Roberts
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Its Counsel

October 3, 1991

**DENNIS LEE ELAM, CPA
CHAPTER 7 TRUSTEE
4526 EAST UNIVERSITY, SUITE 5F
ODESSA, TEXAS 79762
915/561-8349
FAX 915/368-4431**

September 13, 1991

Southwest Educational Media
Foundation of Texas, Inc.
Attn: Mr. T. Kent Atkins, President
2921 Brown Trail, Suite 140
Bedford, Texas 76021

**RE: Case No. 89-70218-RBK
Bakor Broadcasting, Inc., and
Case No. 89-79219-RBK
Bakke Communications, Inc.**

Dear Mr. Atkins:

This letter will constitute an offer by me as Chapter 7 Trustee in the above Bankruptcy estates to settle the FCC proceeding involving Lubbock radio station KKIK-FM and your mutually exclusive application for the KKIK-FM frequency. It is understood that you have decided not to proceed with the purchase of KXTQ-AM. As Trustee I will sell all of the physical assets of KKIK-FM to you on the following terms and conditions:

1. The purchase price is the sum of \$75,000 in cash, with \$12,500 thereof to be paid as an escrow deposit by cashiers check or wire transfer to the Trustee or to Texas Bank, Odessa Texas ("Escrow Agent"), on or before September 16, 1991, and the remainder to be paid in cash at closing.
2. The sale will include all physical assets of KKIK-FM in Lubbock, Texas. Except as provided below, the sale will not include any receivables or cash on hand, and all payables will also remain with the Bankruptcy estate, and be dealt with as claims against the estate.
3. The sale will be free from all liens. You and I agree to work together to obtain approval of the sale by the Bankruptcy Court and any other necessary parties. Upon receipt of a copy of this Agreement executed by you, I will promptly file an Application for Approval of such sale with the Bankruptcy court under 11 U.S.C. Section 363 on an expedited basis. In this connection each party is to be responsible for his own costs and expenses.
4. Upon receipt of such executed Agreement, I as Trustee will withdraw the application for renewal of KKIK-FM's license with the Federal Communications Commission, effective

as of the date of your receipt of your new license. This will leave your competing application for license as the only one on file with the FCC. You will be responsible for pursuing such application. In the event you are unable to obtain a grant of your construction permit within a reasonable period of time, you or your assigns may purchase KKIK-FM for the same amount and in accordance with the same terms as otherwise provided for here in. Upon notification of your election to purchase KKIK-FM, I as Trustee will immediately make application for the transfer of KKIK-FM's license to you or your assigns with the Federal Communications Commission. I will faithfully prosecute this application for transfer with you until it's conclusion.

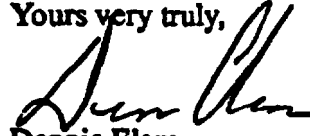
5. We will jointly move to dismiss all litigation between us in the Bankruptcy Court or elsewhere as of the date of closing. Upon the execution of this Agreement, you will withdraw all FCC filings seeking to deny Debtor's renewal application for radio station KNFM-FM, Midland, Texas, or seeking to obtain rights to operate a station on the frequency used by this station yourself.
6. As Chapter 7 Trustee, I will continue to operate the Lubbock station until the date of closing of the transaction. You agree to grant KKIK-FM rebroadcast consent, and I agree to rebroadcast KAMY-FM over KKIK-FM until the day of closing. You will be entitled to full access to all the books and records of the Lubbock station, together with the right to inspect the physical facilities, but you will not commence operations thereof and will not be entitled to any salary or other compensation from me as Chapter 7 Trustee or from these Debtors' estate. Since you have full rights of inspection and examination of the assets sold, no warranties or representations concerning the same will be made except the warranty or representation that such assets are being sold free and clear of liens.
7. It is understood that you presently broadcast programming on station KAMY-FM in Lubbock. You will be permitted to rebroadcast all programming now heard on KAMY-FM, on KKIK-FM until this sale is closed as provided below. You will be permitted to sell advertising time for the programs broadcast in this manner on KKIK-FM and retain all revenues therefrom. Under FCC Rules, as the person in control of KKIK-FM, I will be required to retain the right to substitute programs that are in the public interest for your programs. This right is to be exercised only to the extent necessary to meet FCC requirements. During this period, you will pay all costs of the tower lease for antenna space and site for transmitter equipment for KKIK-FM, provided that the amount of the lease payment and the term of the lease shall be accepted by you prior to the execution of any new lease with the lessor. I agree to use my best efforts to cause the expired lease to be reinstated in accordance with the original lease terms.
8. The sale will be closed on final approval by the FCC of your mutually exclusive application for the KKIK-FM facility. Closing shall be made in the offices of the Escrow Agent in Odessa, Texas. At such closing, you shall pay over to me as Trustee the balance of such Purchase Price in cash, and I shall deliver to you all assignments, bills of sale, and other documents evidencing transfer of assets of such station to you. We shall also exchange Releases of all claims and litigation. Upon such Closing, the Escrow Agent shall be discharged and released from its duties hereunder. The fees and charges of the Escrow Agent shall be paid 50% by you and 50% by me as Trustee. This Escrow Fee will

not exceed \$500.00.

9. In the event that, despite the best efforts of the parties, FCC approval of you as such licensee is finally denied, upon being furnished evidence of such final denial, the Escrow Agent shall pay over the initial deposit, plus any interest earned, to the Trustee, the balance of any monies held by it to you, and shall void all assignments and releases, provided that I, as the Chapter 7 Trustee, have complied with all of my obligations under this agreement, including, but not limited to my obligation to rebroadcast KAMY-FM.

This offer shall remain open and may be accepted in writing by your signature in the space provided below and delivery of a signed copy of this letter to the undersigned at the above address on or before 5:00 o'clock p.m. on September 16, 1991. Thank you for your assistance and cooperation.

Yours very truly,



Dennis Elam
Chapter 7 Trustee
(and not individually)

AGREED TO AND ACCEPTED AS FORMING
A BINDING CONTRACT THIS 16 DAY
OF SEPTEMBER, 1991.



T. Kent Atkins, President
Southwest Educational Media
Foundation of Texas, Inc.

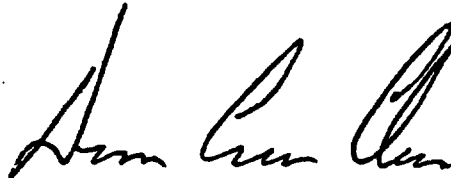
**AMENDMENT TO ASSET PURCHASE AGREEMENT
AND COMPROMISE AND SETTLEMENT AGREEMENT**

It is agreed between the parties to the above Agreement that the name and address of the Escrow Agent named in such Agreement is changed as follows:

First City, Texas/Midland, N. A.
Trust Department
500 West Texas
Midland, TX 79701

All other provisions of said Agreement remain as originally written.

Dated: 9/14/91



DENNIS LEE ELAM
as Chapter 7 Trustee for
BAKCOR BROADCASTING, INC.
BAKKE COMMUNICATIONS, INC.



KENT ATKINS
SOUTHWEST EDUCATIONAL MEDIA
FOUNDATION OF TEXAS INC.

CERTIFICATE OF SERVICE

I, Veronica Abarre, a secretary in the law firm of Mullin, Rhyne, Emmons and Topel, P.C., hereby certify that on this 3rd day of October, 1991, a copy of the foregoing "Supplement To Joint Request For Approval Of Settlement Agreement" was sent by U.S. first-class mail, postage prepaid, to the following:

* James Shook, Esq.
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W.--Room 7212
Washington, D.C. 20554

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Media Foundation of Texas, Inc.

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Midlen & Guillot, Chartered
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Washington, D.C. 20007-3214
Counsel for Williams Broadcasting Group


Veronica Abarre

* Hand Delivered